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and others similarly situated

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

ELIZABETH MEDRANO, on behalf of herself: Case No.: C-08-00872 JF
and all others similarly situated,

Plaintiff,

vs.

ROMOS AUTO SALES LLC,

Defendant.

CLASS ACTION

~~{PROPOSED}~~-
ORDER CERTIFYING CLASS,
GRANTING FINAL APPROVAL OF
CLASS SETTLEMENT, AWARDING
ATTORNEY'S FEES AND COSTS TO
PLAINTIFF; AND ENTERING
JUDGMENT

1 This cause came before the Court regularly for hearing pursuant to the Order issued by
 2 this Court on June 19, 2009 granting, *inter alia*, Conditional Certification of a Settlement
 3 Class; Preliminary Approval of Settlement; Distribution of Class Notice; and Setting Hearing
 4 for Final Approval (hereafter "Preliminary Approval Order"). Class Notice, including notice
 5 of this hearing was sent in accordance with that Preliminary Approval Order. The plaintiff
 6 has come before the Court seeking Final Approval of the Class Settlement. A hearing was
 7 conducted on November 6, 2009, at which the Plaintiff and the class were represented by
 8 Scott Maurer of the Alexander Community Law Center. Jeffrey Hinrichsen of ~~Tharpe &~~ ^{Judge Lloyd}
 9 Howell appeared on behalf of Romos Auto Sales, LLC (hereinafter "RAS"). ~~The Court has~~
 10 ~~given~~ ^{and there was none.} opportunity for oral objection during the hearing. ^{Having reviewed and considered the}
 11 ^{and the Report and Recommendation,} briefing submitted to the Court, ~~and the Settlement Agreement,~~ the Court finds:

12 A. Plaintiff and Defendant entered into a Class Action Settlement Agreement
 13 ("Settlement Agreement"), and the Court preliminarily approved the settlement on June 19,
 14 2009. At the preliminary approval hearing, this Court conditionally certified, pursuant to
 15 Rule 23(b)(3) of the Federal Rules of Civil Procedure, a class of all persons who signed a
 16 contract with Romos starting February 8, 2007 and ending on October 30, 2008, where all of
 17 the following conditions apply:.

19 (1) the contract permitted the buyer to make payments over six or more months;

20 (2) the contract indicated that the buyer was receiving a zero percent Annual
 21 Percentage Rate;

22 (3) the contract does not indicate that the vehicle would be used primarily for business
 23 or commercial purposes.

24 B. The Settlement Agreement has been submitted to the Court for final approval
 25 pursuant to Rules 23(b)(3) and (e) of the Federal Rules of Civil Procedure and is attached to
 26 this Order as Exhibit A.
 27
 28

1 C. Notice to the class in a form approved earlier by the Court was mailed by the
2 Settlement Administrator, The Watsonville Law Center at 521 Main Street, Suite H,
3 Watsonville, CA 95076, as shown by the Declaration of the Class Administrator, filed with
4 the Application for Final Approval. The Class Administrator mailed the approved Class
5 Notice in the form and manner approved by the Court on or about July 27, 2009 to all class
6 members. The Class Administrator received 55 class notices returned from the United States
7 Postal Service as undeliverable and, after the exercise of diligence required by the Settlement
8 Agreement, effected a single re-mailing for each such return if an alternative address could be
9 identified. Class members were provided an opportunity to opt-out of the class, and no class
10 members requested such exclusion from the class. In addition, no class members filed a
11 written objection to this settlement. All class members, including any oral objectors, have
12 been given due notice and opportunity to be heard.

13 D. The key terms of the Settlement Agreement include:

14 (1) that all Settlement Class Members shall receive \$100.00;

15 (2) that in addition to payments under subdivision (1), Class Members will receive
16 an additional amount to the extent the amount listed on the "cash price vehicle" line of their
17 contract exceeded the Kelley Blue Book retail value (adjusted for miles). In such cases the
18 class members will receive an additional 22% of the excess amount specified immediately
19 above.
20

21 (3) that to the extent Settlement Class Members have an outstanding balance due
22 directly to RAS as of five court days after Final Approval, the payments set forth in
23 subsections (1) and (2) shall take the form of a credit. To the extent that Settlement Class
24 members have a balance owing to Car Financial, the payments shall take the form of a
25 payment to CAR Financial.
26

27 (4) that if any portion of the Class Settlement Funds cannot be distributed to class
28 members and/or checks are not cashed, the remaining amount will be used as *cy pres*, and will

1 be distributed to the California Rural Legal Assistance (CRLA) and Consumers for Auto
2 Reliability and Safety (CARS), which each organization shall receive 50% of the *cy pres*
3 proceeds. Thereafter the Settlement Administrator may close the account.
4

5 IT IS HEREBY ADJUDGED, ORDERED AND DECREED THAT:

6 1. This Court has jurisdiction over the claims of the class members asserted in
7 this action, personal jurisdiction over the settling parties (including all class members), and
8 subject matter jurisdiction to approve the settlement as set forth in the Settlement Agreement
9 previously filed with the Court.

10 2. The Court grants the parties' joint request for final approval of the Settlement
11 Agreement. The Court finds the settlement negotiations were conducted at arms-length and in
12 good faith among counsel for Plaintiff and Defendant and that the terms of the Settlement
13 Agreement are fair, reasonable, and adequate to Plaintiff and all members of the Class in light
14 of the risk of establishing liability and damages, and the expense of further litigation.

15 3. This Court finds that the applicable requirements of Rule 23 of the Federal
16 Rules of Civil Procedure have been satisfied with respect to this Class Settlement and makes
17 final its previously conditional certification of the Class.

18 4. The notice given to the class members was reasonably calculated under the
19 circumstances to apprise them of the pendency of this action, all material elements of the
20 proposed settlement, and their opportunity to exclude themselves from, or object to, the
21 settlement. The Court finds that the distribution of the Notice as provided for in the
22 Preliminary Approval Order and the Settlement Agreement was reasonable, and constituted
23 the best notice practicable under the circumstances to all persons within the definition of the
24 Class, and fully met the requirements of Federal Rule of Civil Procedure 23, any and all
25 substantive and procedural due process rights guaranteed by the United States Constitution,
26 and any other applicable law.

27 5. No members of the class requested to be excluded from this Class Settlement.
28

1 6. The class meets the predominance and superiority requirements. Common
2 issues of fact and law predominate, and therefore the class action is superior to individual
3 actions because of the relatively minor amount of statutory damages potentially recoverable in
4 individual actions (i.e., up to \$1000) and the substantial costs associated with litigating
5 individual actions.

6 7. Attorneys fees and costs are awarded to class counsel in the amount of
7 \$ **75,000** (not to exceed \$75,000.00)

8 8. The Settlement Agreement attached as Exhibit A is hereby adopted by this
9 Court as the final Judgment in this case.

10 9. Without affecting the finality of the Judgment, the Court shall retain
11 jurisdiction of this case to enforce the terms of this Order and the Settlement Agreement.
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14 DATE: 11/24/2009

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17 _____
18 Hon. Jeremy Fogel
19 U.S. District Court Judge
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SETTLEMENT AGREEMENT

Subject to Court approval, the Parties (as defined below) agree to settle the Action (as defined below) under the following terms:

I. DEFINITIONS

The following are the definitions of certain terms used in this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement shall also be effective.

1.01 "Action" means the legal proceeding pending in the United States District Court, Northern District of California, San Jose division, titled *Elizabeth Medrano v. Romos Auto Sales, LLC*. Case No. C08-00872 JF.

1.02 "Agreement" means this Settlement Agreement.

1.03 "RAS" means Romos Auto Sales, LLC.

1.04 "RAS' Counsel" means the law firm of Willoughby, Stuart & Bening; and the law firm of Tharpe & Howell.

1.05 "Settlement Administrator" means The Watsonville Law Center.

1.06 "Court" means the United States District Court, Northern District of California.

1.07 "Counsel" means RAS' Counsel and Plaintiff's Counsel.

1.08 "Date of Final Distribution" means 10 calendar days after the second and final payment made by RAS.

1.09 "Final Settlement Hearing" means the hearing to be conducted by the Court to determine whether to enter the Judgment.

1.10 "Judgment" means a judgment and order, dismissing the claims of the Representative Plaintiff and the Settlement Class with prejudice, and ordering payment to the Representative Plaintiff.

1.11 “Parties” means the Representative Plaintiff, the Settlement Class, and RAS.

1.12 “Plaintiff’s Counsel” means the Alexander Community Law Center, The Watsonville Law Center, and the Law Office of William E. Kennedy.

1.13 “Preliminary Approval” of this Agreement means that the Court has entered orders in this Action certifying a settlement class and preliminarily approving the terms and conditions of this Agreement, including the manner of providing notice to the Settlement Class.

1.14 “Representative Plaintiff” means Elizabeth Medrano.

1.15 “Settlement Class” consists of all persons who signed a contract with RAS starting February 8, 2007 and ending on October 30, 2008, where all of the following conditions apply:

- a. the contract permitted the buyer to make payments over six or more months;
- b. the contract indicated that the buyer was receiving a zero percent Annual Percentage Rate;
- c. the contract does not indicate that the vehicle would be used primarily for business or commercial purposes.

1.16 “Settlement Class Counsel” means the Alexander Community Law Center, The Watsonville Law Center, and the Law Office of William E. Kennedy.

1.17 “Settlement Class Member” means any person who is included in the Settlement Class.

1.18 As used herein, the plural of any defined term includes the singular thereof and the singular of any defined term includes the plural thereof, as the case may be.

II. THE LITIGATION

2.01 On or about February 8, 2008, Elizabeth Medrano initiated the Action against RAS. The Action asserted class-wide violations of the Truth in Lending Act, 15 U.S.C. § 1601 *et seq.* and the California Unfair Competition Law, Business and Professions Code §17200 *et seq.*; as well as an individual claims for declaratory relief.

2.02 RAS denies the material allegations made in the Action and denies any and all liability with respect to any and all facts and claims alleged in the Action and further denies that the Representative Plaintiff and/or the Settlement Class have suffered any damage, or are entitled to any recovery. RAS filed and served an Answer denying liability and contesting all claims alleged in the Action.

2.03 Counsel have conducted an investigation into the facts and law relating to the Action. Plaintiff's Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate and equitable, and that a settlement of the Action is in the best interests of the Representative Plaintiff and the Settlement Class.

2.04 RAS denies liability, but nevertheless agrees to settle the Action on the terms and conditions herein set forth, for the purposes of avoiding the burden and expense of continuing litigation.

III. TERMS OF THE SETTLEMENT

3.01 The Settlement Class shall be certified and Plaintiff's Counsel shall be appointed to serve the Settlement Class. Defendants shall not oppose certification of the Settlement Class. The certification of the Settlement Class shall be binding only with respect to the settlement set forth in this Agreement. In the event this Agreement shall terminate for any reason, any order

certifying the Settlement Class shall be vacated, and this Action shall revert to its status with respect to class certification as existed before the date of the execution of this Agreement.

3.02 Along with the application for Preliminary Approval of this Agreement, the Parties shall apply to the Court for the entry of an order, in the form of the [Proposed] Order Granting (1) Conditional Certification of a Settlement Class; (2) Preliminary Approval of Settlement Agreement; (3) Order for Distribution of Class Notice; and (4) Setting Hearing for Final Approval, attached as Exhibit A.

3.03 Settlement Class Members will receive the following benefits:

(a) All Class Members shall receive \$100.00.

(b) In addition to payments under subdivision (a), Class Members will receive 22% of the differential (hereafter 'the DIFFERENTIAL') between the "cash price vehicle" set forth in the vehicle purchase contract and "Kelley Blue Book retail value" The Kelley Blue Book Value shall be determined by the Year, Make, Model and mileage only. The Blue Book value operative on the date of sale shall be used.

(c) To the extent Settlement Class Members have an outstanding balance due directly to RAS as of five court days after Final Approval, the payments set forth in subsections (a) and (b) shall take the form of a credit. To the extent that Settlement Class Members have a balance owing to CAR Financial only, the payments shall take the form of a payment to CAR Financial. In such cases, RAS shall make the payment to CAR Financial at the same time the Administrator makes the Final Distribution to the other Settlement Class Members.

3.04 Defendant shall pay the costs of administration. The Watsonville Law Center will handle the administration of the class settlement. Defendant shall pay Plaintiff's Counsel

\$15,000.00 for such administration of services. Such payment shall be due fifteen days after Preliminary Approval.

3.05 Defendant may make the payments required in 3.03(a) and (b) that are not subject to 3.03(c), in two installments. Defendants shall make a first payment of \$100,000 within 30 days of Final Approval of the class settlement. The second installment, for all additional amounts due, shall be due three months after the first payment. Both payments shall be made to the Settlement Administrator, who shall issue the payments to Class Members.

3.06 On or before the Date of Final Distribution, the Settlement Administrator will issue checks to Settlement Class Members. The Settlement Administrator will notify RAS, through its counsel, of the exact Date of Final Distribution on, or within one business day of that date. The checks referred to herein ("Settlement Checks") will only be negotiable for 180 days, and will bear a legend indicating so. The Settlement Administrator will provide an affidavit confirming the mailing of the Settlement Checks, which Plaintiff's counsel will file with the Court. Exactly five court days after Final Approval, RAS will determine how many of the Settlement Class Members owe a balance directly to Romos. On that date, RAS will issue a credit on his books equal to the sum of \$100.00 plus 22% of the DIFFERENTIAL. RAS will provide an affidavit to Plaintiff's Counsel within fifteen court days of the Date of Final Distribution which sets forth which Settlement Class Members owed a balance as of five court days after Final Approval, the amount of credit issued to such Settlement Class Members, and the amount of the remaining balance. In that affidavit, RAS shall also affirm that it complied with the CAR Financial payment obligations set forth in paragraph 3.03(c).

3.07 If according to the current records of RAS there are co-borrowers on an Account, then the Settlement Check shall be made payable to both named borrowers. If a Settlement Class

Member who is entitled to a payment is deceased on the Date of Final Distribution, and because of said death the Settlement Check cannot be negotiated, then the Settlement Administrator will reissue that check within 60 days of the Date of Final Distribution upon presentation of: (1) the originally issued check, (2) evidence documenting the death of the Settlement Class Member, and (3) direction as to whom the payment should be made. If, prior to reissuing the Settlement Check, the Settlement Administrator receives competing directions as to whom the Settlement Check should be reissued, then the Settlement Administrator shall advise the competing claimants of that fact, and it shall be claimants' sole responsibility to obtain, an order of instruction from the Court directing the Settlement Administrator as to which claimant the Settlement Check should be made payable.

3.08 According to the records of RAS, there are 526 accounts of the Settlement Class members. .

3.09 If any portion of the Class Settlement Funds cannot be distributed to class members and/or checks are not cashed, the remaining amount shall be distributed *cy pres* to California Rural Legal Assistance (CRLA) and Consumers for Auto Reliability and Safety (CARS), which each organization shall receive 50% of the *cy pres* proceeds. Thereafter the Settlement Administrator may close the account.

3.10 Plaintiff's Counsel and Settlement Class Counsel shall together make an application to the Court for an award of attorneys' fees, costs and expenses (including the fees of experts and consultants, if applicable) not to exceed \$75,000.00. RAS shall not oppose any application by Plaintiff's Counsel for reasonable attorney's fees and costs, up to \$75,000.00. Plaintiff shall not apply for any amount in excess of \$75,000.00. The attorneys' fees, costs and expenses awarded by the Court shall be paid by RAS on the Date of Final Distribution through a

check made out to "KGACLC Trust" and delivered to the Alexander Community Law Center. Once such funds are paid, their distribution shall be the sole responsibility of the Alexander Community Law Center. The award for attorneys' fees, costs and expenses shall be paid separate from and in addition to the payments to the Settlement Class Members and Representative Plaintiff and shall not reduce the amounts of those payments.

3.11 Elizabeth Medrano shall receive an incentive award as follows: (1) RAS will waive any balance still allegedly owing to RAS; (2) RAS will return Ms. Medrano's check in the amount of \$5,124.08; (3) Ms. Medrano will participate in the settlement in that she will receive \$100.00. The \$100.00 should be in the form of a check or draft payable to 'Elizabeth Medrano' and should be delivered – together with the above-referenced \$5,124.08 check – to the Watsonville Law Center on or before the Date of Final Distribution.

3.12 Should the Court decline to approve all material aspects of this settlement, refuse to conditionally certify the Settlement Class for purposes of this settlement (although insubstantial differences of wording of the ultimate definition of the Settlement Class shall have no effect on this Agreement), fail to grant final approval of this settlement, or for any reason not enter Judgment, this Settlement Agreement shall not be binding, and RAS shall have no obligation to make any payment.

3.13 Subject to Final Approval, and in consideration of the mutual promises contained herein, Representative Plaintiff and the Settlement Class Members who do not opt-out of this settlement fully and finally release RAS, its owners, successors, predecessors, assigns, parent corporations, subsidiaries, affiliated companies, and all of their respective present and former employees, officers, directors, agents, attorneys, members, and stockholders (the "Released Parties"), from any and all claims, known and unknown, arising under California or other state

law or federal statute, ordinance, regulation, common law, or other source of law, whether or not such claims are in the nature of damages, penalties, attorneys' fees and/or injunctive relief, whether in contract, tort, or pursuant to a statutory remedy, including any claims for attorneys' fees, costs of prosecution, and the like, related to the credit disclosures, or lack of credit disclosures made in association with the financing of motor vehicles by RAS. (The claims being released are referred to in this Agreement as "Settlement Class Members' Released Claims.")

3.14 With respect to Settlement Class Members' Released Claims, the Representative Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent an such provision is applicable), which is quoted below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Thus, subject to and in accordance with the provisions of this Agreement, even if the Representative Plaintiff and/or Settlement Class Members may discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Settlement Class Members' Released Claims, each Representative Plaintiff and Settlement Class Member, upon the Final Approval Date, shall be deemed to have and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all of each Representative Plaintiff's and/or Settlement Class Members' Released Claims. This is true whether each Representative Plaintiff's and/or Settlement Class Members' Released Claims are known or

unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

IV. APPROVAL OF CLASS SETTLEMENT

4.01 This Agreement contemplates that Plaintiff's Counsel shall prepare all required documents and shall be responsible for filing them with the Court, including but not limited to documents for obtaining preliminary court approval of the Settlement, certifying a conditional Settlement Class, notifying Class Members, obtaining final Court approval of the Settlement, and distributing the Settlement Proceeds.

4.02 Plaintiff shall file a Petition for (1) Conditional Certification of a Settlement Class; (2) Preliminary Approval of Settlement Agreement; (3) Order for Distribution of Class Notice; and (4) Settling Hearing for Final Approval, and supporting papers. RAS will not oppose any hearing before the Court on a date set by the Court to obtain preliminary approval of the Settlement, nor will it oppose any action by the Court to enter the Order without a hearing. The date of "Preliminary Approval" shall be the date that RAS' Counsel have both received actual notice (including receipt of any electronic notification issued by the Court) of the Court's preliminary approval of this settlement.

4.03 A Notice of Proposed Class Action Settlement in the English and Spanish forms attached hereto as Exhibits B and C (the "Class Notice") shall be provided to Settlement Class Members, who will have the opportunity to submit objections to this settlement, and/or requests for exclusion from the Class, using the procedures described herein. The Class Notice shall be

distributed by the Settlement Administrator working in conjunction with RAS in the following manner: (1) within 15 days of Preliminary Approval, RAS shall compile a list of class members and their addresses as derived from its records. Romos shall provide that list to the Settlement Administrator, together with A) the cash price of the vehicle that the consumer purchased (item 1.A.1 on the purchase contract); B) the year, make and model of the vehicle the consumer purchased; C) the mileage at time of sale; (2) the Class Notice, along with a Spanish language translation of the Class Notice, shall both be sent by the Settlement Administrator by first-class U.S. Mail to Settlement Class Members within 35 days of the date of Preliminary Approval. Prior to the Final Approval Hearing, RAS and the Settlement Administrator shall file with the Court a declaration detailing compliance with this section; (3) if a Class Notice is returned because of an incorrect address, the Settlement Administrator shall have 15 days from receipt of such returned Original Notice to search for a more current addresses. The Settlement Administrator will submit to the United States Postal Service (USPS) an Address Information Request. If new address information is obtained within 15 days, the Settlement Administrator shall promptly forward the Class Notice to the addressee via first-class regular U.S. Mail, and shall notify Counsel of the date of each remailing. It shall be conclusively presumed that the intended recipient received the remailing if the remailing has not been returned to the Settlement Administrator as undeliverable within 15 days of mailing. The Settlement Administrator shall keep records of when a Class Notice is returned because of an incorrect address and provide a final report on the number of Class Notices returned as undeliverable to Counsel in writing within 10 days of the last remailing.

4.04 The Settlement Administrator shall make the following additional efforts to locate and notify members of the Settlement Class of their rights and to facilitate their participation in the Settlement:

a. prepare and distribute at its discretion an announcement of the settlement to provide notice of the settlement to the public; however, such notice shall not be made by television, radio and/or newspaper;

b. provide settlement announcements at its discretion to community outreach organizations such as California Rural Legal Associations (CRLA), Catholic Charities Watsonville, and other appropriate organizations.

4.05 The Settlement Class Members' names, addresses and identifying information shall remain confidential and shall not be disclosed to anyone, except: (1) to carry out the reasonable efforts described in section 4.03; (2) pursuant to express written authorization by such individuals whose information is to be disclosed; or (3) by order of the Court.

4.06 It will be conclusively presumed that the intended recipient received the Class Notice if the Class Notice has not been returned to the Settlement Administrator as undeliverable within 15 days of mailing or remailing.

4.07 The Parties agree that there shall be no additional mailings to the Class other than those contemplated by sections 4.03 and 4.04 above. Furthermore, Romos shall have no obligation to locate Settlement Class Members other than what is described in sections 4.03 and 4.04 above. Settlement Class Members who are not located or whose checks are not cleared within 180 days after the Date of Final Distribution shall be ineligible to receive any payment from Romos, but shall otherwise be bound by this Agreement and any judgment entered in the Action.

4.08 The Settlement Administrator shall recall and otherwise recover any additional publication of class notification efforts made under section 4.04 upon the Date of Final Distribution.

4.09 Individuals who fall within the definition of the Class may choose to opt out of the Class under such procedures as may be adopted by the Court, which shall be reflected in the Class Notice. Class Members who wish to opt out of this settlement must inform the Settlement Administrator in writing no later than 30 days after the Class Notice is mailed to that individual. (This deadline is referred to herein as the "Objection/Exclusion Deadline Date.") Any such individuals who wish to opt out of the Settlement Class ("Opt-Out Plaintiffs") will receive no compensation pursuant to this Agreement. Every Settlement Class Member who does not timely opt out shall be deemed a Settlement Class Member. Counsel shall receive a copy of all validly executed opt-out forms from the Settlement Administrator within 10 days of receipt.

4.10 Individuals who fall within the definition of the Class may also choose to intervene or object to (but not opt-out of) the settlement. The Class Notice shall provide that Settlement Class Members who wish to intervene or object to this settlement must file with the Court and serve on Counsel either a written statement objecting to this settlement, or a written notice of intention to appear at the Final Settlement Hearing and object. Such written statement or notice must be filed with the Court and served no later than the Objection/Exclusion Deadline Date.

4.11 Class members who fail to file and serve timely written objections or notice of intention to appear and object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to this settlement. Settlement Class Members who fail to file and serve a valid and timely

request for exclusion on or before the Objection/Exclusion Deadline Date shall be bound by all terms of the Settlement and any Judgment if the Settlement is approved by the Court, regardless of whether they have objected to the Settlement. No later than 40 days before the Final Settlement Hearing, the Settlement Administrator shall provide Counsel with a list of Settlement Class Members who have timely requested exclusion from the Settlement Class.

4.12 The Parties shall request that the Court grant Final Approval to the settlement and enter final judgment in accordance with this Agreement, in the form of Exhibit D hereto, which: (1) approves this Agreement as final, fair, reasonable, adequate, and binding on all members of the Settlement Class who have not excluded themselves from this settlement; (2) orders that Settlement Class Members and Representative Plaintiff be paid, and (3) dismisses all claims by the Settlement Class with prejudice. No later than 10 days before the Final Settlement Hearing, and under the terms set forth in section 4.01 above, Plaintiff's Counsel shall file a memorandum of points and authorities in support of this settlement.

4.13 After entry of the Judgment, the Court shall have continuing jurisdiction over the Action solely for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such post-judgment matters as may be appropriate under applicable law.

V. OTHER PROVISIONS OF THIS SETTLEMENT

5.01 This Agreement is entered only for purposes of settlement. If this Agreement is not approved or does not become final for any reason, this Agreement and the Settlement Class, and anything said or done pursuant to this Agreement, or as part of the negotiations leading hereto, shall be null and void and shall not be used in this or any other proceeding for any purpose.

5.02 Whether or not the Settlement becomes final, neither the Settlement, nor any document, statement, proceeding or conduct related to the Agreement, nor any reports or accounting thereof shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties, including but not limited to evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or, disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating this settlement pursuant to this Agreement, and except as otherwise required by law. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

5.03 Any disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court if they cannot be resolved by the Parties. The Settlement Administrator shall regularly report to Counsel, in written form when requested or required, the substance of the work performed.

5.04 All terms of this Agreement and its Exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

5.05 The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be

contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms as between the Parties hereto and that no extrinsic evidence may be introduced in any judicial proceeding, if any, involving this Agreement.

5.06 No waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing signed by the Party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated. The waiver by any party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

5.07 Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by U.S. Mail, addressed as follows:

To the Settlement Class or the Representative Plaintiff:

Scott Maurer
Alexander Community Law Center
1030 The Alameda
San Jose, CA 95126

William E. Kennedy
Law Office of William E. Kennedy
2797 Park Avenue, Suite 201
Santa Clara, CA 95050

To RAS:

Randall E. Willoughby, Esq.
Willoughby, Stuart & Bening, Inc.
50 W. San Fernando Street
Suite 400

San Jose, California 95113

5.08 The Parties and Counsel waive any and all rights to appeal the Judgment, this waiver being contingent upon the Court entering a Judgment that is consistent with the terms set forth in this Agreement. This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including but not limited to motions to vacate judgment, motions for new trial, and extraordinary writs. The waiver does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, if any.

5.09 The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto. The presumption found in Civil Code section 1654 or any other rule or principle of law of similar effect that uncertainties in a contract are interpreted against the party causing an uncertainty to exist is hereby waived by all Parties.

5.10 This Agreement shall be binding upon, and inure to the benefit of, the respective heirs, successors and assigns of each of the Parties.

5.11 The descriptive headings of any paragraph or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

5.12 This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document. Furthermore, this Agreement may be executed and delivered by the exchange of electronic facsimile copies or counterparts of the signature page, which facsimile copies or counterparts shall be binding upon the Parties.

By signing below, each Party enters into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement on whose behalf it is indicated that the person is signing.

DATED: April 28, 2009

Elizabeth Medrano
ELIZABETH MEDRANO as an individual and as
the Representative Plaintiff

DATED: _____

ROMOS AUTO SALES LLC

By: _____

(Print) _____

(Position) _____

By signing below, each Party enters into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement on whose behalf it is indicated that the person is signing.

DATED: January __, 2009

ELIZABETH MEDRANO as an individual and as
the Representative Plaintiff

April 24
DATED: ~~January~~ 2009

ROMOS AUTO SALES LLC

By: 

(Print) Brian Romo

(Position) Owner - Member

Settlement_Agreement_(FINAL)(1).doc

APPROVED AS TO FORM AND CONTENT:

DATED: April 30, 2009

ALEXANDER COMMUNITY LAW CENTER

By: 

SCOTT MAURER

Attorneys for Plaintiff Elizabeth Medrano and the
Settlement Class

DATED: April 29, 2009

WATSONVILLE LAW CENTER

By: 

DORI ROSE INDA

Attorneys for Plaintiff Elizabeth Medrano and the
Settlement Class

DATED: April __, 2009

LAW OFFICE OF WILLIAM E. KENNEDY

By: _____

WILLIAM E. KENNEDY

Attorneys for Plaintiff Elizabeth Medrano and the
Settlement Class

DATED: April __, 2009

WILLOUGHBY, STUART & BENING

By: _____

Randall E. Willoughby, Esq.

Attorneys for Defendant Romos Auto Sales, LLC

DATED: April __, 2009

THARPE & HOWELL

By: _____

Jeffrey J.A. Hinrichsen, Esq.

Attorneys for Defendant Romos Auto Sales, LLC

APPROVED AS TO FORM AND CONTENT:

DATED: April __, 2009

ALEXANDER COMMUNITY LAW CENTER

By: _____

SCOTT MAURER
Attorneys for Plaintiff Elizabeth Medrano and the
Settlement Class.

DATED: April __, 2009

WATSONVILLE LAW CENTER


By: _____

DORI ROSE INDA
Attorneys for Plaintiff Elizabeth Medrano and the
Settlement Class

DATED: April 28, 2009

LAW OFFICE OF WILLIAM E. KENNEDY

By: _____


WILLIAM E. KENNEDY
Attorneys for Plaintiff Elizabeth Medrano and the
Settlement Class

DATED: April __, 2009

WILLOUGHBY, STUART & BENING

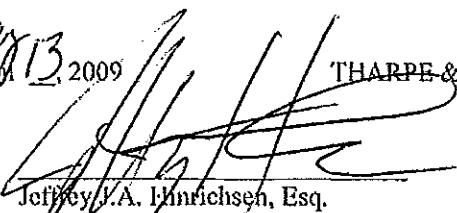
By: _____

Randall E. Willoughby, Esq.
Attorneys for Defendant Romos Auto Sales, LLC

DATED: May 13, 2009

THARPE & HOWELL

By: _____


Jeffrey J.A. Heinrichsen, Esq.
Attorneys for Defendant Romos Auto Sales, LLC

APPROVED AS TO FORM AND CONTENT:

DATED: April __, 2009

ALEXANDER COMMUNITY LAW CENTER

By: _____

SCOTT MAURER

Attorneys for Plaintiff Elizabeth Medrano and the
Settlement Class

DATED: April __, 2009

WATSONVILLE LAW CENTER

By: _____

DORI ROSE INDA

Attorneys for Plaintiff Elizabeth Medrano and the
Settlement Class

DATED: April __, 2009

LAW OFFICE OF WILLIAM E. KENNEDY

By: _____

WILLIAM E. KENNEDY

Attorneys for Plaintiff Elizabeth Medrano and the
Settlement Class

DATED: ^{May 7}~~April~~ __, 2009

WILLOUGHBY, STUART & BENING

By: _____

George W. Dowdell Jr.
Randall E. Willoughby, Esq.

Attorneys for Defendant Romos Auto Sales, LLC

DATED: April __, 2009

THARPE & HOWELL

By: _____

Jeffrey J.A. Hinrichsen, Esq.

Attorneys for Defendant Romos Auto Sales, LLC

1 Scott Maurer, C.S.B. #180830
 2 KATHARINE & GEORGE ALEXANDER
 3 COMMUNITY LAW CENTER
 4 1030 The Alameda
 5 San Jose CA 95126
 6 (408) 288-7030 – Tel.
 7 (408) 288-3581 – Fax

8 William E. Kennedy, C.S.B. #158214
 9 LAW OFFICES OF WILLIAM E. KENNEDY
 10 2797 Park Ave #201
 11 Santa Clara, CA 95050
 12 (408) 241-1000 – Tel.
 13 (408) 241-1500 – Fax

14 Dori Rose Inda, C.S.B. #211866
 15 Henry W. Martin, C.S.B. #232106
 16 WATSONVILLE LAW CENTER
 17 521 Main Street, Suite H
 18 Watsonville, CA 95076
 19 (831) 722-2845 – Tel.
 20 (831) 761-3295 – Fax

21 Attorneys for Plaintiff Elizabeth Medrano
 22 and others similarly situated

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ELIZABETH MEDRANO, on behalf of) Case No.: C-08-00872 JF
 herself and all others similarly situated,)

Plaintiff,) [PROPOSED] ORDER (1) CONDITIONALLY
 vs.) CERTIFYING A SETTLEMENT CLASS; (2)
 ROMOS AUTO SALES LLC,) GRANTING PRELIMINARY APPROVAL OF
 Defendant.) SETTLEMENT AGREEMENT; (3) PROVIDING
) FOR THE DISTRIBUTION OF CLASS NOTICE;
) AND, (4) SETTING A HEARING FOR FINAL
) APPROVAL
)
)
) Date: _____
) Time: _____ a.m.
) Dept.: Hon. Jeremy Fogel
)

1 On _____, Plaintiffs submitted an application for an Order (1) Conditionally
2 Certifying a Settlement Class; (2) Granting Preliminary Approval of Settlement Agreement;
3 (3) Providing for Distribution of Class Notice; and (4) Setting a Hearing for Final Approval.
4 In support of the Application, Plaintiffs filed Points and Authorities, the Proposed Settlement
5 Agreement and the Declarations of William E. Kennedy and Scott Maurer. Under the terms
6 of the Proposed Settlement Agreement entered into by the parties, Defendant has agreed not
7 to file an opposition to the application. Having read and considered all papers provided, and
8 having reviewed the Proposed Settlement Agreement,
9

10 THE COURT HEREBY GRANTS THE APPLICATION AND ORDERS AS
11
12 FOLLOWS:

13 (1) The Court certifies a Settlement Class, conditioned on final approval of the settlement.

14 The Court further finds (a) that this action may be maintained as a class action pursuant to
15 Federal Rules of Civil Procedure Rule 23(b)(3), (b) that the named plaintiff is an
16 adequate representative of the settlement class, and (c) that class counsel is competent;
17

18 (2) The court preliminarily approves the Settlement Agreement entered into by all parties to
19 this action;

20 (3) The Court orders Class Notice, as set forth in ¶4.03 of the Settlement Agreement. Notice
21 will be in the form attached to the Settlement Agreement as Exhibit B, and the Spanish
22 translation thereof (Exhibit C). Class members names and addresses will be provided by
23 the Defendant to the Class Administrator within 15 days of Preliminary Approval, and
24 Notice shall be mailed by the Class Administrator to affected persons within 35 days of
25 the date of Preliminary Approval as defined in ¶1.13 of the Settlement Agreement. The
26
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1 Class Administrator will take actions required pursuant to ¶4.03 of the Settlement
2 Agreement if the Notice is returned, in order to provide adequate notice to the Class;

3 (4) The Court orders a Final Fairness Hearing before this Court to take place on _____,
4 2008;

5
6 (5) The Court orders that pursuant to ¶4.09 of the Settlement Agreement, each Settlement
7 Class Member who wishes to opt out of the settlement agreement has 30 days from the
8 date of mailing Notice to inform the Settlement Administrator in writing.

9
10 (6) The Court orders that pursuant to ¶4.10 of the Settlement Agreement, those individuals
11 who choose to object or intervene must file with the Court and serve on Counsel either a
12 written statement objecting to this settlement, or a written notice of intention to appear at
13 the Final Settlement Hearing and object. Such written statement or notice must be filed
14 with the Court and served no later than 30 days from the date of mailing Notice.

15
16 (7) The Court orders The Watsonville Law Center of Watsonville, California be appointed as
17 the Class Administrator, which shall mail Class Notice and perform all other acts required
18 of it under the terms of the Settlement Agreement.

19
20
21 DATED: _____

22 Hon. Jeremy Fogel
23 U.S. District Court Judge
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RAS denied all of the claims and raised a number of defenses. RAS contends that it did not violate any laws. RAS does not agree or admit that it is liable for any claims in this lawsuit or that the class members can prove that they were damaged. The Court has not found that RAS violated any laws at issue in this action.

THE PROPOSED SETTLEMENT

The Class Representative and the Defendant have agreed to the settlement described below in order to avoid the risks to both sides of going to trial and to avoid the delay in benefits class members would receive after lengthy litigation. You do not need to do anything in order to receive the benefits of this settlement. If you move in the next six months, you must give notice of your change of address to the Settlement Administrator. If the settlement is finally approved by the Court, you will be entitled to receive the benefits described below.

Benefits to Class Members

All Class Members will receive \$100.00. In addition, Class Members who paid a vehicle base price higher than retail (according to the Kelley Blue Book Guide) will receive a refund of 22% of the amount they paid over retail value. If you have paid off your vehicle, you will receive a check in the mail. If you have an outstanding balance due directly to RAS as of five days after this settlement receives final approval by the court, your benefit will be in the form of a credit. If you have a balance owing to Car Financial Services, your benefit will be in the form of a credit to your Car Financial Services balance.

Benefits to the Class Representative

The settlement agreement provides that RAS will waive Ms. Medrano's outstanding balance and return to Ms. Medrano a check that she tendered to RAS in the amount of \$5,124.08. Ms. Medrano will also receive \$100.00 as a participant in the class settlement.

Disbursement of Unclaimed Funds

If any portion of the Class Settlement Funds cannot be distributed to class members and/or issued checks are not cashed, the remaining amount shall be distributed to California Rural Legal Assistance (CRLA) and Consumers for Auto Reliability and Safety (CARS). Each organization shall receive 50% of any unclaimed settlement funds.

Attorney's Fees

Defendant has agreed to pay the costs and attorney's fees for the Class in an amount not to exceed \$75,000. The attorneys' fees and costs will be paid separately and will not reduce the amount of money paid to the Class Members.

Release

In exchange for the benefits to the Class described herein, RAS will be released from all claims related to the credit disclosures, or lack of credit disclosures made in association with the financing of motor vehicles by RAS. All class members will be bound by this release unless they exclude themselves or object to the settlement as described below.

OPINION OF CLASS COUNSEL CONCERNING THE SETTLEMENT

The attorneys for the Class believe, given the uncertainties of litigation and the remaining legal and factual issues, that this is a fair and reasonable settlement.

YOUR RIGHTS AND HOW TO CLAIM YOUR SHARE

In order to receive the benefits to which you are entitled under this agreement, you do not need to do anything. After the Court issues Final Approval, you will receive a check or credit.

If you do not want to participate in the class settlement, you must notify the Settlement Administrator, in writing, at the following address: The Watsonville Law Center; 521 Main Street, Suite H; Watsonville, CA 95076. You must state in writing that you wish to be excluded from the Class, and mail your letter no later than 30 days after the date of the mailing of this Notice.

If you exclude yourself and thus choose not to participate in the settlement class, you will have the right to bring an individual lawsuit on your own behalf against the Defendant if you bring it within the time allowed by law. If you bring such a lawsuit and win you might recover a larger amount of money than you will receive under this class settlement. If you lose your own lawsuit, however, you will recover nothing.

You also have the right to object, intervene or appear at the hearing in which the court will decide whether to approve the class settlement, as long as you provide proper written notice within 30 days after this Notice was mailed to you. To provide the required notice, you or your attorney will need to file the written notice with the Court, and mail the notice to the lawyers involved in this action. Those lawyers are:

Scott Maurer
KGACLC
1030 The Alameda
San Jose, CA 95126

and

Randall E. Willoughby, Esq.
Willoughby, Stuart & Bening
50 West San Fernando
San Jose, CA 95113.

FURTHER COURT PROCEEDINGS

A Final Fairness Hearing will be held before the Honorable Jeremy Fogel on or about 12/1/2009, 2009 at 9:00 a.m. in Courtroom 3, U.S. District Court for the Northern District of California, 280 South First Street, San Jose, CA. At the hearing, Judge Fogel will decide whether the proposed settlement is reasonable, adequate, and fair. If Judge Fogel approves it, the settlement will be completed and the distributions will be made thereafter. Class members who have filed an objection or wish to intervene must appear at the hearing to explain their position. **You do not need to appear in order to receive your share of the class settlement.**

ADDITIONAL INFORMATION

If you would like more information about this notice or this litigation, you may contact Plaintiff's counsel as follows: Scott Maurer; KGACLC; 1030 The Alameda; San Jose, CA 95126 (408) 288-7030. The court papers filed in this case are available for inspection in the Office of the Clerk, U.S. District Court for the Northern District of California, San Jose Division, 280 South First Street, San Jose, CA 95113-3002.

Please do not call the Judge or Clerk of the Court. They will not be able to give you advice about this case.

TRIBUNAL REGIONAL DE LOS ESTADOS UNIDOS
REGION DEL NORTE DE CALIFORNIA - DIVISIÓN DE SAN JOSÉ

ELIZABETH MEDRANO, de su propia parte y de)	
parte de otros en una situación similar,)	
)	
)	
Demandantes,)	
)	
vs.)	Caso No.: C08-00872 JF
)	
ROMOS AUTO SALES LLC,)	
)	
Acusados)	
)	
)	

AVISO DE LA PROPUESTA DE UN ARREGLO A LA DEMANDA COLECTIVA

FAVOR DE LEER ESTE AVISO CUIDADOSAMENTE – ESTA **NO ES** UNA DEMANDA
CONTRA USTED.

Para: Todas las personas que firmaron un contrato con Romos Auto Sales, LLC para la compra de un vehículo entre las fechas del 8 de febrero del 2007 y el 30 de octubre del 2008, siempre en cuando el contrato: (a) le haya permitido al comprador hacer pagos por un periodo de seis o más meses, (b) haya indicado que el comprador recibiría una tasa de interés anual (APR, con siglas en inglés) de 0%, y (c) no haya indicado que el vehículo sería dedicado primordialmente para usos comerciales o de negocios.

Al parecer, de acuerdo a los registros del Acusado, usted es uno (una) de los (las) participantes en esta demanda colectiva que sería afectada por este arreglo que ahora se propone. Por consiguiente, usted podría tener derecho a ciertos beneficios que se describen a continuación. Se le manda este aviso para explicarle de lo que se trata esta demanda, para delinear los términos del arreglo, y para informarle sobre sus derechos y obligaciones legales.

DE LO QUE SE TRATA ESTA DEMANDA

El 8 de febrero del 2007, Elizabeth Medrano presentó la demanda mencionada arriba (“la Demanda”) contra Romos Auto Sales, LLC (“RAS”). La demanda establece quebrantamientos múltiples al Acta de Prestamos Honestos (Truth in Lending Act), 15 U.S.C. § 1601 *et seq.*, y la Ley de Competencia Injusta de California, así como un quebrantamiento individual a los

requisitos de declaración de información. Específicamente, Medrano alega que a pesar de la promoción de un APR de 0%, RAS no declaró ciertos cargos que fueron incluidos en el precio de compra para aquellas personas que decidieron hacer la compra a crédito. La Sra. Medrano alega que la tasa de interés debió haber sido revelada separadamente, y que el monto total de los cargos sumados al costo inicial del auto resultó en costos excesivos de impuestos de venta y de registro del auto.

RAS negó todos los cargos basándose en varios argumentos de defensa. RAS no considera que quebrantó ninguna ley. RAS no está de acuerdo ni admite que es responsable por ninguno de los reclamos en esta demanda, y además mantiene que ninguno de los miembros de la demanda colectiva puede probar prejuicios en su contra. El Tribunal aún no ha determinado si RAS quebrantó cualquiera de las leyes mencionadas en esta demanda.

EL ARREGLO QUE SE PROPONE

Los Representantes de esta Demanda Colectiva y los Acusados han llegado al acuerdo que se delinea a continuación como una manera de evitar los riesgos mutuos de tener que llevar el caso a juicio y para evitar la tardanza de los beneficios que los miembros de esta demanda colectiva podrían recibir después de un largo litigio. **Usted no tiene que hacer nada para recibir los beneficios de este arreglo.** Si se muda en los próximos seis meses, usted debe notificar por escrito su nueva dirección al Administrador de la Demanda. Si el arreglo es finalmente aprobado por el Tribunal, usted tendría derecho de recibir los beneficios que se describen a continuación.

Beneficios para el Representante de la Demanda Colectiva

Este acuerdo estipula que RAS eliminará el saldo de la deuda de la Sra. Medrano y le regresará a la Sra. Medrano el cheque que ella le entregó a RAS por la cantidad de \$5,124.08. La Sra. Medrano también recibirá \$100.00 como resultado de su membresía en esta demanda colectiva.

Repartición de los Fondos no Reclamados

Cualquier porción de los Fondos del Arreglo de la Demanda Colectiva que no pueda ser distribuida y/o cualquier cantidad de cheques que sean distribuidos pero que no sean cobrados serán donados a las organizaciones Asistencia Legal Rural de California (California Rural Legal Assistance, CRLA) y Consumidores para la Fiabilidad y Seguridad de los Autos (Consumers for Auto Reliability and Safety, CARS). Cada una de estas organizaciones recibirá 50% de los fondos no reclamados.

Honorarios Legales (costos de abogados)

Los Acusados están de acuerdo en pagar los honorarios de los abogados de los demandantes colectivos, hasta un máximo de \$75,000 dólares. Los honorarios de los abogados serán pagados

independientemente del fondo para el arreglo y no reducirán el monto total que será pagado a los miembros de la demanda colectiva.

Liberación de responsabilidad

A cambio de los beneficios ofrecidos a los miembros de la demanda colectiva, RAS será liberada de cualquier reclamo relacionado a las declaraciones de crédito, o a la falta de las mismas, para el financiamiento de automóviles de RAS. Todos los miembros de la demanda obedecerán esta liberación a menos de que se excluyan ellos (ellas) mismos (mismas) o se opongan al arreglo como se describe a continuación.

OPINION DE LOS ABOGADOS EN DEMANDA COLECTIVA CONCERNIENTE AL ARREGLO

Dada la incertidumbre del litigio y los asuntos legales y factibles pendientes, los abogados en la demanda colectiva opinan que este es un arreglo justo y razonable.

SUS DERECHOS Y COMO RECLAMAR SU PARTE

Usted no tiene que hacer nada para recibir los beneficios a los cuales usted tiene derecho bajo este arreglo. Se le mandará a usted un cheque o se le regresará un crédito después de que el Tribunal emita su Aprobación Final del arreglo.

Si usted no desea participar en este arreglo colectivo entonces debe notificarle al Administrador de la Demanda Colectiva por escrito a la dirección siguiente: The Watsonville Law Center; 521 Main Street, Suite H; Watsonville, CA 95076. Deberá especificar por escrito que desea ser excluido(a) de la Demanda Colectiva, y tendrá que mandar su carta en no más de 30 días después de la fecha en que se haya mandado este Aviso

Si usted decide excluirse y por lo tanto no participar en este arreglo colectivo, usted tendrá el derecho a presentar su propia demanda individual contra el Acusado, pero solamente si la presenta durante el tiempo permitido por la ley. Si decide presentar su propia demanda y gana su caso, es posible que usted pueda recuperar más dinero del que se le ofrece a través de este arreglo colectivo. Sin embargo, si pierde el caso, usted no podrá recuperar nada.

Usted también tiene el derecho de oponerse, intervenir o comparecer a la audiencia durante la cual el tribunal decidirá la aprobación del arreglo colectivo, siempre en cuando usted presente el aviso por escrito durante un periodo de 30 días después de la fecha en que se haya mandado este Aviso. Ya sea usted o su abogado deberá presentar ante el Tribunal el aviso escrito de sus intenciones, y el mismo aviso debe ser mandado a los abogados participantes en esta demanda colectiva. Los abogados son:

Scott Maurer
KGACLC
1030 The Alameda
San Jose, CA 95126

y

Randall E. Willoughby, Esq.
Willoughby, Stuart & Bening
50 West San Fernando
San Jose, CA 95113

OTROS PROCEDIMIENTOS LEGALES ANTE EL TRIBUNAL

Habrá una Audiencia Final de Equidad ante el Honorable Juez Jeremy Fogel en o alrededor de _____ del 2009, a las 9:00 AM en la Sala 3 del Tribunal Superior de los Estados Unidos para la Región Norte de California, localizada en el 280 South First Street, San José, California. Durante dicha audiencia el Juez Fogel decidirá si el arreglo que se propone es razonable, adecuado y justo. Si el Juez Fogel lo aprueba, el arreglo será concluido y después se pagarán las distribuciones correspondientes. Los miembros de la demanda colectiva que hayan presentado una objeción por escrito o que deseen intervenir deberán presentarse a la audiencia para presentar sus argumentos. **Sin embargo, usted no tiene que comparecer a la audiencia para poder recibir su parte del arreglo.**

INFORMACIÓN ADICIONAL

Si usted desea recibir más información sobre este aviso o esta demanda puede ponerse en contacto con el abogado del Demandante a esta dirección: Scott Maurer; KGACLC; 1030 The Alameda; San José, CA 95126, (408) 288-7030. Los documentos legales archivados sobre este caso están disponibles para su inspección en la Oficina del Secretario (Office of the Clerk) del Tribunal Superior de los Estados Unidos para la Región Norte de California, División de San José, localizada en el 280 South First Street, San José, California 95113-3002.

Le rogamos no llamar al Juez o al Secretario del Tribunal. Ellos no podrán darle ningún tipo de consejo sobre este caso.

1 Scott Maurer, C.S.B. #180830
 2 KATHARINE & GEORGE ALEXANDER
 3 COMMUNITY LAW CENTER
 4 1030 The Alameda
 5 San Jose CA 95126
 6 (408) 288-7030 – Tel.
 7 (408) 288-3581 – Fax

8 William E. Kennedy, C.S.B. #158214
 9 LAW OFFICES OF WILLIAM E. KENNEDY
 10 2797 Park Ave #201
 11 Santa Clara, CA 95050
 12 (408) 241-1000 – Tel.
 13 (408) 241-1500 – Fax

14 Dori Rose Inda, C.S.B. #211866
 15 Henry W. Martin, C.S.B. #232106
 16 WATSONVILLE LAW CENTER
 17 521 Main Street, Suite H
 18 Watsonville, CA 95076
 19 (831) 722-2845 – Tel.
 20 (831) 761-3295 – Fax

21 Attorneys for Plaintiff Elizabeth Medrano
 22 and others similarly situated

23
 24 IN THE UNITED STATES DISTRICT COURT
 25 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 26 SAN JOSE DIVISION
 27

28 ELIZABETH MEDRANO, on behalf of herself: Case No.: C-08-00872 JF
 and all others similarly situated,

Plaintiff,

vs.

ROMOS AUTO SALES LLC,

Defendant.

CLASS ACTION

[PROPOSED]
 ORDER CERTIFYING CLASS,
 GRANTING FINAL APPROVAL OF
 CLASS SETTLEMENT, AWARDED
 ATTORNEY'S FEES AND COSTS TO
 PLAINTIFF; AND ENTERING
 JUDGMENT

1 This cause came before the Court regularly for hearing pursuant to the Order issued by
2 this Court on _____, 2009 granting, *inter alia*, Conditional Certification of a Settlement
3 Class; Preliminary Approval of Settlement; Distribution of Class Notice; and Setting Hearing
4 for Final Approval (hereafter "Preliminary Approval Order"). Class Notice, including notice
5 of this hearing was sent in accordance with that Preliminary Approval Order. The plaintiff
6 has come before the Court seeking Final Approval of the Class Settlement. A hearing was
7 conducted on _____, 2009, at which the Plaintiff and the class were represented by
8 Scott Maurer of the Alexander Community Law Center, William Kennedy of the Law Offices
9 of William E. Kennedy, and Dori Rose Inda of The Watsonville Law Center. Randall E.
10 Willoughby of Willoughby, Stuart & Bening appeared on behalf of Romos Auto Sales, LLC
11 (hereinafter "RAS"). The Court has reviewed any objections to the class settlement it
12 received and has given opportunity for oral objection during the hearing. Having reviewed
13 and considered the briefing submitted to the Court, and the Settlement Agreement, the Court
14 finds:

15 A. Plaintiff and Defendant entered into a Class Action Settlement Agreement
16 ("Settlement Agreement"), and the Court preliminarily approved the settlement on _____,
17 2009. At the preliminary approval hearing, this Court conditionally certified, pursuant to
18 Rule 23(b)(3) of the Federal Rules of Civil Procedure, a class of all persons who signed a
19 contract with Romos starting February 8, 2007 and ending on October 30, 2008, where all of
20 the following conditions apply:.

22 (1) the contract permitted the buyer to make payments over six or more months;

23 (2) the contract indicated that the buyer was receiving a zero percent Annual
24 Percentage Rate;

25 (3) the contract does not indicate that the vehicle would be used primarily for business
26 or commercial purposes.
27
28

1 B. The Settlement Agreement has been submitted to the Court for final approval
2 pursuant to Rules 23(b)(3) and (e) of the Federal Rules of Civil Procedure and is attached to
3 this Order as Exhibit A.

4 C. Notice to the class in a form approved earlier by the Court was mailed by the
5 Settlement Administrator, The Watsonville Law Center at 521 Main Street, Suite H,
6 Watsonville, CA 95076, as shown by the Declaration of Dori Rose Inda, filed with the
7 Application for Final Approval. The Class Administrator mailed the approved Class Notice
8 in the form and manner approved by the Court on or about _____, 2009 to all class members.
9 The Class Administrator received _____ class notices returned from the United States Postal
10 Service as undeliverable and, after the exercise of diligence required by the Settlement
11 Agreement, effected a single re-mailing for each such return if an alternative address could be
12 identified. Class members were provided an opportunity to opt-out of the class, and _____
13 class members requested such exclusion from the class. In addition _____ class members
14 objected to this settlement. All class members, including any objectors, have been given due
15 notice and opportunity to be heard.

16 D. The key terms of the Settlement Agreement include:

17 (1) that all Settlement Class Members shall receive \$100.00;

18 (2) that in addition to payments under subdivision (1), Class Members will receive
19 an additional amount to the extent the amount listed on the "cash price vehicle" line of their
20 contract exceeded the Kelley Blue Book retail value (adjusted for miles). In such cases the
21 class members will receive an additional 22% of the excess amount specified immediately
22 above.

23
24 (3) that to the extent Settlement Class Members have an outstanding balance due
25 directly to RAS as of five court days after Final Approval, the payments set forth in
26 subsections (1) and (2) shall take the form of a credit. To the extent that Settlement Class
27
28

1 members have a balance owing to Car Financial, the payments shall take the form of a
2 payment to CAR Financial.

3 (4) that if any portion of the Class Settlement Funds cannot be distributed to class
4 members and/or checks are not cashed, the remaining amount will be used as *cy pres*, and will
5 be distributed to the California Rural Legal Assistance (CRLA) and Consumers for Auto
6 Reliability and Safety (CARS), which each organization shall receive 50% of the *cy pres*
7 proceeds. Thereafter the Settlement Administrator may close the account.
8

9
10 IT IS HEREBY ADJUDGED, ORDERED AND DECREED THAT:

11 1. This Court has jurisdiction over the claims of the class members asserted in
12 this action, personal jurisdiction over the settling parties (including all class members), and
13 subject matter jurisdiction to approve the settlement as set forth in the Settlement Agreement
14 previously filed with the Court.

15 2. The Court grants the parties' joint request for final approval of the Settlement
16 Agreement. The Court finds the settlement negotiations were conducted at arms-length and in
17 good faith among counsel for Plaintiff and Defendant and that the terms of the Settlement
18 Agreement are fair, reasonable, and adequate to Plaintiff and all members of the Class in light
19 of the risk of establishing liability and damages, and the expense of further litigation.

20 3. This Court finds that the applicable requirements of Rule 23 of the Federal
21 Rules of Civil Procedure have been satisfied with respect to this Class Settlement and makes
22 final its previously conditional certification of the Class.

23 4. The notice given to the class members was reasonably calculated under the
24 circumstances to apprise them of the pendency of this action, all material elements of the
25 proposed settlement, and their opportunity to exclude themselves from, or object to, the
26 settlement. The Court finds that the distribution of the Notice as provided for in the
27 Preliminary Approval Order and the Settlement Agreement was reasonable, and constituted
28 the best notice practicable under the circumstances to all persons within the definition of the
Class, and fully met the requirements of Federal Rule of Civil Procedure 23, any and all

1 substantive and procedural due process rights guaranteed by the United States Constitution,
2 and any other applicable law.

3 5. _____ members of the class requested to be excluded from this Class
4 Settlement. These individuals are found to have properly excluded themselves from the
5 Settlement Class; and this Order and Judgment shall not be binding on them. The names of
6 these individuals are: _____.

7 6. The class meets the predominance and superiority requirements. Common
8 issues of fact and law predominate, and therefore the class action is superior to individual
9 actions because of the relatively minor amount of statutory damages potentially recoverable in
10 individual actions (i.e., up to \$1000) and the substantial costs associated with litigating
11 individual actions.

12 7. Attorneys fees and costs are awarded to class counsel in the amount of
13 \$ _____ (not to exceed \$75,000.00)

14 8. The Settlement Agreement attached as Exhibit A is hereby adopted by this
15 Court as the final Judgment in this case.

16 9. Without affecting the finality of the Judgment, the Court shall retain
17 jurisdiction of this case to enforce the terms of this Order and the Settlement Agreement.
18

19
20 DATE: _____

21 _____
22 Hon. Jeremy Fogel
23 U.S. District Court Judge
24
25
26
27
28

ROMO AUTO SALES											
INSTALLMENT SALES											
FEBRUARY 8, 2007 - OCTOBER 30, 2008											
No.	Sug Retail										
	With Miles										
	Kelly Blue										
1	4,625.00										
2	7,425.00										
3	4,900.00										
4	10,046.60										
5	3,250.00										
6	4,750.00										
7	7,411.20										
8	4,825.51										
9	3,841.72										
10	11,200.00										
11	5,835.00										
12	5,684.92										
13	17,221.50										
14	4,651.74										
15	8,525.00										
16	3,400.00										
17	8,505.60										
18	4,542.15										
19	3,960.37										
20	6,950.00										
21	4,202.55										
22	2,885.00										
23	3,950.00										
24	8,374.00										
25	10,653.15										
26	8,202.60										
27	7,055.28										
28	10,840.00										
29	5,075.00										
30	8,150.00										
31	8,475.00										
32	4,648.27										
33	7,518.00										
34											
Stock No.											
R-6392											
R-6607											
R-6712											
R-6703											
R-6576											
R-6573											
R-5848											
R-6442											
R-6676											
R-6559											
R-6512											
R-6552											
R-5880											
R-6701											
R-6670											
R-6716											
R-6518											
R-6374											
R-6700											
R-6721											
R-6494											
R-6570											
R-6707											
R-6509											
R-6688											
R-6619											
R-6536											
R-6656											
R-6646											
R-6710											
R-6715											
R-6671											
R-6729											
R-6435											

ROMO AUTO SALES									
INSTALLMENT SALES									
FEBRUARY 8, 2007 - OCTOBER 30, 2008									
No.	Sup Retail	With Miles	Kelly Blue						Stock No.
35	7,030.80								R-6333
36	1,950.00								R-6650
37	5,003.52								R-6601
38	5,000.00								R-6647
39	5,040.00								R-6427
40	7,152.82								R-6698
41	7,225.00								R-6528
42	3,590.00								R-6739
43	8,852.40								R-6590
44	4,409.90								R-6690
45	8,370.45								R-6468
46	3,370.87								R-6694
47	3,990.30								R-6655
48	7,962.90								R-6696
49	6,916.25								R-6705
50	6,702.00								R-6606
51	12,128.17								R-6732
52	6,628.27								R-6665
53	4,900.00								R-6742
54	4,160.25								R-6728
55	5,735.00								R-6685
56	3,800.00								R-6752
57	2,725.00								R-6750
58	5,476.55								R-6754
59	5,602.17								R-6745
60	10,053.10								R-6749
61	3,825.00								R-6757
62	3,776.85								R-6617
63	5,957.86								R-6748
64	2,941.12								R-6744
65	6,215.00								R-6704
66	5,735.00								R-6524
67	3,506.50								R-6661
68	5,785.90								R-6720

ROMO AUTO SALES									
INSTALLMENT SALES									
FEBRUARY 8, 2007 - OCTOBER 30, 2008									
No.	Sug Retail	With Miles	Kelly Blue						Stock No.
69	8,483.48								R-6751
70	7,285.00								R-6731
71	7,865.00								R-6714
72	9,925.00								R-6648
73	3,861.30								R-6769
74	13,042.32								R-6764
75	4,408.90								R-6768
76	5,550.00								R-6428
77	4,957.85								R-6767
78	5,721.82								R-6524
79	7,718.95								R-6776
80	5,025.00								R-6796
81	8,951.25								R-6772
82	3,153.00								R-6558
83	5,650.00								R-6530
84	6,100.92								R-6784
85	5,871.42								R-6787
86	4,985.00								R-6602
87	5,150.00								R-6771
88	6,454.37								R-6711
89	7,275.00								R-6753
90	9,992.20								R-6781
91	4,250.00								R-6727
92	3,450.00								R-6809
93	4,800.00								R-6799
94	6,390.00								R-6687
95	6,015.00								R-6575
96	6,267.40								R-6270
97	2,965.00								R-6543
98	2,575.00								R-6780
99	10,100.00								R-6801
100	6,650.00								R-6718
101	3,891.70								R-6810
102	7,249.55								R-6807

ROMO AUTO SALES												
INSTALLMENT SALES												
FEBRUARY 8, 2007 - OCTOBER 30, 2008												
No.	Sug Retail	With Miles	Kelly Blue								Stock	No.
103	4,550.00										R-6785	
104	15,920.30										R-6762	
105	7,725.00										R-6759	
106	7,500.00										R-6818	
107	7,125.20										R-6802	
108	6,483.72										R-6824	
109	9,575.00										R-6777	
110	11,141.93										R-6811	
111	7,550.00										R-6770	
112	9,278.55										R-6804	
113	6,600.00										R-6689	
114	7,638.95										R-6848	
115	2,850.00										R-6836	
116	5,300.00										R-6830	
117	5,900.00										R-6821	
118	8,920.00										R-6822	
119	6,208.60										R-6846	
120	9,250.00										R-6820	
121	2,185.00										R-6838	
122	7,400.45										R-6773	
123	6,250.00										R-6772	
124	2,700.00										R-6743	
125	4,579.87										R-6833	
126	3,800.00										R-6827	
127	3,325.00										R-6782	
128	5,675.00										R-6667	
129	6,950.00										R-6867	
130	4,710.00										R-6870	
131	7,035.60										R-6856	
132	4,322.25										R-6860	
133	3,424.95										R-6844	
134	9,947.50										R-6845	
135	2,475.00										R-6779	
136	3,366.00										R-6875	

ROMO AUTO SALES									
INSTALLMENT SALES									
FEBRUARY 8, 2007 - OCTOBER 30, 2008									
No.	Sug Retail	With Miles	Kelly Blue						Stock No.
137	3,050.95								R-6893
138	5,850.00								R-6599
139	7,408.60								R-6890
140	6,590.55								R-6837
141	6,169.20								R-6840
142	3,855.70								R-6859
143	6,279.24								R-6583
144	4,899.07								R-6905
145	3,025.00								R-6908
146	7,129.40								R-6903
147	7,275.00								R-6825
148	5,541.87								R-6356
149	5,125.83								R-6892
150	2,775.00								R-6874
151	10,209.60								R-6884
152	10,507.70								R-6847
153	4,375.00								R-6863
154	4,750.00								R-6898
155	5,608.72								R-6815
156	5,009.10								R-6831
157	8,451.70								R-6887
158	4,995.55								R-6894
159	12,150.00								R-6878
160	3,475.00								R-6922
161	5,250.00								R-6918
162	3,800.00								R-6633
163	2,225.00								R-6917
164	6,450.00								R-6045
165	6,037.80								R-6834
166	2,375.00								R-6855
167	5,125.00								R-6829
168	4,397.87								R-6835
169	8,500.00								R-6610
170	8,769.45								R-6783

ROMO AUTO SALES	
INSTALLMENT SALES	
FEBRUARY 8, 2007 - OCTOBER 30, 2008	
No.	Sug Retail With Miles Kelly Blue
171	5,225.00
172	5,484.75
173	8,400.00
174	10,312.25
175	3,350.00
176	5,975.00
177	6,360.00
178	4,616.77
179	8,077.85
180	7,473.00
181	6,465.55
182	4,650.00
183	13,180.00
184	2,400.00
185	7,875.00
186	2,975.00
187	4,520.90
188	15,325.00
189	5,000.00
190	4,549.20
191	4,456.12
192	5,043.50
193	10,637.20
194	6,707.25
195	7,473.00
196	3,331.90
197	5,428.50
198	4,940.00
199	8,464.30
200	5,852.00
201	4,260.10
202	5,841.00
203	7,975.00
204	5,986.65
Stock No.	
R-6793	
R-6929	
R-6883	
R-6871	
R-6934	
R-6927	
R-6921	
R-6914	
R-6578	
R-6940	
R-6723	
R-6911	
R-6864	
R-6928	
R-6888	
R-6795	
R-6272	
R-6738	
R-6952	
R-6961	
R-6814	
R-6951	
R-6791	
R-6924	
R-6904	
R-6891	
R-6605	
R-6984	
R-6213	
R-6990	
R-6986	
R-6882	
R-6946	
R-6993	

ROMO AUTO SALES									
INSTALLMENT SALES									
FEBRUARY 8, 2007 - OCTOBER 30, 2008									
No.	Sug. Retail With Miles	Kelly Blue							Stock No.
205	5,905.12								R-6935
206	5,235.30								R-6969
207	3,623.57								R-6983
208	6,850.00								R-6999
209	4,160.00								R-6967
210	4,015.00								R-6933
211	9,250.00								R-6858
212	5,926.75								R-7002
213	4,517.10								R-6850
214	5,339.17								R-6872
215	3,772.00								R-6977
216									R-6726
217	7,125.00								R-6760
218	7,575.00								R-7010
219	9,025.00								R-6964
220	3,464.50								R-6981
221	2,575.00								R-6438
222	5,020.09								R-6882
223	5,882.50								R-7024
224	5,636.45								R-6950
225	3,767.90								R-6596
226	4,093.40								R-7003
227	6,785.00								R-6985
228	3,226.50								R-7015
229	5,006.25								R-6980
230	5,050.00								R-6989
231	6,200.00								R-7017
232	4,950.00								R-7031
233	10,380.15								R-7028
234	5,475.00								R-6880
235	5,825.00								R-6972
236	6,751.80								R-7033
237	6,975.00								R-6960
238	7,696.92								R-6947

ROMO AUTO SALES		INSTALLMENT SALES	
FEBRUARY 8, 2007 - OCTOBER 30, 2008			
No.	Sug Retail With Miles Kelly Blue	Stock No.	
239	3,975.00	R-7012	
240	5,040.00	R-7037	
241	3,025.03	R-7035	
242	3,723.00	R-6974	
243	5,600.00	R-7041	
244	6,700.00	R-6968	
245	4,459.77	R-6987	
246	6,400.00	R-6938	
247	9,625.35	R-7046	
248	10,113.75	R-6954	
249	10,130.00	R-7045	
250	3,650.00	R-7043	
251	7,475.00	R-7057	
252	5,350.00	R-6797	
253	5,710.00	R-6952	
254	3,766.07	R-7047	
255	3,887.19	R-6736	
256	5,887.77	R-7014	
257	3,300.00	R-6989	
258	6,700.00	R-7055	
259	7,580.30	R-7007	
260	7,290.00	R-6998	
261	2,625.00	R-7016	
262	12,438.40	R-6200	
263	3,475.00	R-7075	
264	3,125.00	R-6881	
265	4,875.00	R-7077	
266	6,677.77	R-7069	
267	5,625.00	R-7054	
268	3,731.00	R-6958	
269	7,532.37	R-7088	
270	5,925.10	R-6959	
271	4,975.00	R-7048	
272	7,460.84	R-7087	

ROMO AUTO SALES									
INSTALLMENT SALES									
FEBRUARY 8, 2007 - OCTOBER 30, 2008									
No.	Sug Retail	With Miles	Kelly Blue						Stock No.
273	4,664.70								R-7099
274	12,296.51								R-7096
275	5,426.52								R-6997
276	5,137.00								R-7083
277	5,534.83								R-6976
278	7,155.30								R-7026
279	4,989.60								R-6793
280	7,072.00								R-7058
281	8,641.25								R-7071
282	9,398.00								R-7136
283	6,425.00								R-7119
284	7,275.00								R-7089
285	15,575.00								R-7110
286	8,422.40								R-7059
287	5,384.80								R-7079
288	6,951.37								R-7122
289	7,200.00								R-7066
290	5,893.75								R-7149
291	7,264.50								R-7157
292	8,050.00								R-7141
293	9,825.00								R-7131
294	10,904.00								R-7130
295	5,829.00								R-7164
296	5,459.50								R-7162
297	10,150.00								R-6499
298	3,475.00								R-7142
299	9,350.00								R-7100
300	5,350.00								R-7183
301	9,250.00								R-7182
302	6,560.00								R-7038
303	7,845.30								R-7184
304	8,538.66								R-6943
305	6,927.38								R-7109
306	6,183.50								R-7148

ROMO AUTO SALES	
INSTALLMENT SALES	
FEBRUARY 8, 2007 - OCTOBER 30, 2008	
No.	Sug Retail With Miles Kelly Blue
307	6,682.50
308	14,082.31
309	8,675.00
310	4,300.00
311	5,286.75
312	3,875.00
313	5,350.00
314	4,302.00
315	6,290.10
316	4,675.00
317	2,675.00
318	6,175.00
319	7,350.00
320	3,800.00
321	3,803.80
322	3,289.90
323	4,700.00
324	12,284.73
325	4,972.95
326	4,141.50
327	5,049.60
328	4,802.00
329	2,825.00
330	2,400.00
331	8,704.92
332	6,037.20
333	2,375.00
334	7,882.90
335	12,744.80
336	4,306.52
337	6,538.30
338	3,622.50
339	3,841.50
340	6,250.00
Stock No.	R-7173 R-6865 R-6843 R-6832 R-7186 R-7125 R-6882 R-7190 R-7197 R-7178 R-6896 R-7194 R-7128 R-7181 R-7177 R-7167 R-7143 R-7114 R-7144 R-7090 R-7159 R-7150 R-7132 R-7000 R-7198 R-7111 R-7080 R-7175 R-7183 R-7189 R-7163 R-6916 R-7153 R-7067

ROMO AUTO SALES				
INSTALLMENT SALES				
FEBRUARY 8, 2007 - OCTOBER 30, 2008				
		</		

ROMO AUTO SALES	
INSTALLMENT SALES	
FEBRUARY 3, 2007 - OCTOBER 30, 2008	
No.	Stock No.
375	R-7196
376	R-7229
377	R-6032
378	R-7244
379	R-7252
380	R-7228
381	R-7185
382	R-7102
383	R-7191
384	R-7239
385	R-7113
386	R-7276
387	R-7042
388	R-7217
389	R-6995
390	R-7248
391	R-7293
392	R-7210
393	R-7118
394	R-7269
395	R-7285
396	R-7216
397	R-7282
398	R-7036
399	R-7135
400	R-7738
401	R-7203
402	R-7250
403	R-7291
404	R-7126
405	R-7102
406	R-7267
407	R-7307
408	R-7235
Sug Retail With Miles Kelly Blue	
6,625.00	
5,689.60	
5,950.00	
11,768.90	
7,075.00	
6,783.07	
7,551.02	
4,900.00	
3,071.07	
1,450.00	
3,054.50	
8,600.50	
4,441.88	
3,925.00	
4,275.00	
6,660.00	
23,073.60	
7,429.50	
4,875.00	
4,785.00	
8,502.48	
4,337.50	
11,552.15	
6,525.00	
5,850.00	
5,300.00	
3,727.35	
5,842.22	
5,244.96	
11,648.25	
9,100.00	
1,900.00	
5,525.00	

ROMO AUTO SALES									
INSTALLMENT SALES									
FEBRUARY 8, 2007 - OCTOBER 30, 2008									
No.	Sug Retail	With Miles	Kelly Blue					Stock	No.
409	4,882.12							R-7258	
410	5,925.00							R-7313	
411	7,475.49							R-7280	
412	5,076.42							R-7308	
413	3,924.60							R-7303	
414	4,254.25							R-7318	
415	5,325.15							R-7084	
416	2,675.00							R-7133	
417	4,713.70							R-7309	
418	6,300.00							R-7300	
419	7,200.00							R-7298	
420	5,350.80							R-7317	
421	3,682.25							R-7304	
422	13,377.60							R-7321	
423	4,063.50							R-7234	
424	10,011.00							R-7314	
425	5,652.85							R-7082	
426	7,200.00							R-7292	
427	2,300.00							R-6878	
428	4,957.20							R-6853	
429	4,850.00							R-7245	
430	5,235.50							R-7324	
431	6,467.17							R-7325	
432	5,625.20							R-7324	
433	5,602.30							R-7270	
434	6,351.60							R-7331	
435	3,275.00							R-7162	
436	6,691.20							R-7338	
437	5,265.45							R-7329	
438	8,175.00							R-7349	
439	4,775.00							R-7355	
440	3,978.00							R-7323	
441	7,625.00							R-7354	
442	7,906.17							R-7352	

ROMO AUTO SALES			
INSTALLMENT SALES			
FEBRUARY 8, 2007 - OCTOBER 30, 2008			
No.	Sug Retail With Miles Kelly Blue		Stock No.
443	2,015.00		R-7145
444	7,610.00		R-7356
445	4,931.55		R-6780
446	9,091.22		R-7341
447	8,700.00		R-7368
448	5,670.67		R-7332
449	4,687.42		R-7362
450	5,178.25		R-7373
451	14,125.00		R-7330
452	3,674.52		R-7361
453	4,425.00		R-7271
454	3,085.00		R-7268
455	6,850.00		R-7339
456	13,205.29		R-7201
457	9,250.25		R-7371
458	6,238.22		R-7319
459	4,875.00		R-7207
460	4,757.35		R-7165
461	16,552.75		R-7348
462	6,225.00		R-7176
463	7,228.25		R-7387
464	4,906.98		R-7380
465	6,793.80		R-7302
466	8,134.40		R-7381
467	17,160.00		R-7357
468	5,194.25		R-7384
469	5,936.15		R-7104
470	4,590.00		R-7390
471	7,294.95		R-7347
472	9,465.75		R-7388
473	10,100.00		R-7199
474	4,854.15		R-7394
475	8,440.25		R-7306
476	6,426.75		R-7408

FEBRUARY 8, 2007 - OCTOBER 30, 2008

	Sug Retail With Miles	No.	Stock No.
	Kelly Blue		R-7086
	6,300.00	477	R-7333
	10,407.50	478	R-7413
	6,691.20	479	R-7383
	6,543.60	480	R-7393
	8,578.30	481	R-7415
	5,256.25	482	R-7363
	6,731.00	483	R-7418
	8,730.45	484	R-7391
	5,073.57	485	R-7396
	7,850.00	486	R-7163
	6,300.00	487	R-7256
	8,126.82	488	R-7370
	7,725.00	489	R-7334
	3,280.27	490	R-6815
	7,300.00	491	R-7250
	5,940.41	492	R-7379
	7,315.20	493	R-7410
	8,310.00	494	R-7336
	6,709.80	495	R-7295
	5,243.00	496	R-7400
	5,717.64	497	R-7065
	4,101.30	498	R-7417
	7,843.20	499	R-7300
	6,550.00	500	R-7429
	5,775.00	501	R-6992
	4,490.00	502	R-7264
	5,114.50	503	R-7433
	9,050.00	504	R-6941
	6,175.00	505	R-7084
	4,940.62	506	R-7405
	1,935.90	507	R-7401
	4,047.05	508	R-7421
	17,952.00	509	
	6,325.00	510	

ROMO AUTO SALES											
INSTALLMENT SALES											
FEBRUARY 8, 2007 - OCTOBER 30, 2008											
No.	Sug Retail	With Miles	Kelly Bice							Stock	No.
											R-7412
511	3,785.00										R-7322
512	3,220.00										R-6900
513	4,350.00										R-7226
514	7,615.00										R-7439
515	8,261.00										R-7423
516	5,400.00										R-7344
517	10,890.00										R-7450
518	5,095.02										R-7441
519	6,825.00										R-7428
520	2,348.17										R-7442
521	4,100.00										R-7437
522	9,200.00										R-7443
523	9,140.00										R-7431
524	4,630.50										R-7448
525	4,985.50										R-7403
526	4,100.00										
	3,310,103.72										